

Council Member _____ introduced the following Resolution, which was seconded by Council Member _____.



RESOLUTION 032524-D

**A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO A MAINTENANCE AGREEMENT
WITH THE ALABASTER WATER BOARD RELATING TO
INDUSTRIAL PARK DRIVE TRAFFIC IMPROVEMENTS**

WHEREAS, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into said agreement with the Alabaster Water Board relating to a paving project on Industrial Park Drive that will pave over an existing AWB water main, and

WHEREAS, the purpose of this agreement is to grant to the City the right to construct and maintain asphalt paving over the water main on existing Industrial Road with said agreement attached Exhibit “A”. The agreement will be effective March 25, 2024.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Alabaster, does hereby authorize Mayor Scott Brakefield of the City of Alabaster, to sign all documentation necessary to enter into said agreement and City Clerk Mark Frey, to attest and file said documentation.

ADOPTED AND APPROVED THIS 25TH DAY OF MARCH 2024.

ATTEST:	CITY OF ALABASTER
 _____ J. Mark Frey, City Clerk	 _____ Sophie Martin, Council President

APPROVED:

Scott Brakefield, Mayor

**STATE OF ALABAMA
COUNTY OF SHELBY**

MAINTENANCE AGREEMENT

This Agreement is made this 25 day of March, 2024, by and between the Alabaster Water Board ("AWB"), an Alabama public corporation, and the City of Alabaster ("City"), an Alabama Municipality.

Recitals

As part of its water system, AWB currently maintains and operates a twelve-inch (12") water main and associated equipment located on existing right of way along Industrial Road (Shelby County Road 66) as shown on Exhibit A titled INDUSTRIAL PARK DRIVE TRAFFIC IMPROVEMENTS (ALTERNATE #1) dated 7/31/23.

The City intends to install new eastbound turn lane from Industrial Road to southbound Industrial Park Drive, north bound turn lane from Industrial Park Drive to Eastbound Industrial Road, and new signal equipment at the intersection of Industrial Road and Industrial Park Drive. In conjunction with the installation of the new turn lanes the City proposes to pave over the existing AWB water main that parallel's Industrial Road at varying distance from centerline of roadway as shown on Exhibit A attached hereto and made a part hereof.

The City intends to pave a portion of right of way and the existing AWB water main for the turn lanes associated uses as shown on Exhibit A attached hereto and made a part hereof.

AWB is willing to permit the City to pave over and place other improvements over the existing water main under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of covenants and agreements set forth herein, the parties agree as follows:

Agreement

1. AWB grants to the City the right to construct and maintain asphalt paving over the water main on existing Industrial Road right of way as shown on Exhibit A. The paving shall be constructed and maintained in the same manner and with the same specifications as is customary and common to the other paved areas of the City that are utilized for similar traffic loads and counts. The City shall be responsible for obtaining all other consents and permits which may be necessary for such paving.

2. AWB's rights to the AWB water main shall remain unaffected by this Agreement. AWB may continue to operate, repair, and maintain the existing water main and equipment now located within the right of way, and to construct, install, operate, repair, and maintain additional water lines and equipment within the right of way as it reasonably determines is necessary and convenient for the operation of the AWB water system.

3. AWB shall not be required to replace, repair, or maintain any pavement or other improvement placed in or on the AWB water main as part of the INDUSTRIAL PARK DRIVE TRAFFIC IMPROVEMENTS project, whether or not it is damaged, removed, or otherwise disturbed by AWB in the exercise of its rights to the AWB water main, but such shall be the responsibility of the City. Furthermore, the City agrees to release, hold harmless, and indemnify AWB and its officers, agents, and employees from any loss or liability arising out of the damage or removal of such paving or other improvements which may occur in the exercise of AWB's rights to the AWB water main.

4. This Agreement shall be binding upon, inure to the benefit of, and be enforceable against the grantees, successors, and assigns of the parties.

5. This Agreement may be recorded in the real property records in the Probate Office of Shelby County, Alabama.

6. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement.

Signatures

[see attached signature pages]

Alabaster Water Board

By _____
Laura A. Koon, P.E. as Its General Manager

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Laura A. Koon, whose name as General Manager of the Alabaster Water Board, an Alabama public corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 2024

Notary Public

City of Alabaster

By _____
Scott Brakefield as Its Mayor

Attest _____
J. Mark Frey as Its City Clerk

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Scott Brakefield, whose name as Mayor of the City of Alabaster, an Alabama Municipality, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 2024.

Notary Public